



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
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City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 6/18/2026
ID Number: 26-03960	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Common Council Meeting Date: 7/7/2026
Agenda Item Title: Review and possible action on the Storm Water Management Practice Maintenance Agreement between the City of Waukesha and VH Winterberry Reserve, LLC, for Phase 2 of the Winterberry Reserve subdivision.	

Issue Before the Council: The property owner will be constructing storm water facilities at their development site to address storm water quantity and quality requirements. Storm Water Maintenance Agreements are required to be recorded by the City's Storm Water Management Ordinance. The Storm Water Agreement requires that the Owners regularly inspect and maintain the storm water measures installed as part of the development and report the results of the inspection to the City Engineer two times per year. If the Agreement is not approved, then the Owner may not maintain the stormwater facilities and conveyance ditches.
Options & Alternatives: Not approving this agreement would not place a requirement of the development project to maintain new stormwater features.
Additional Details: See attached Stormwater Management Practice Maintenance Agreement between the City of Waukesha and VH Winterberry Reserve, LLC.

What is the Strategic Plan Priority this item relates to: People-Centered Development

What impact will this item have on the Strategic Plan Priority?

Moving forward with the Storm Water Management Practice Maintenance Agreement will allow for the implementation and future maintenance of Phase 2 of the proposed 79 lot single family subdivision on approximately 22.196 acres of land.

Financial Remarks:

There are no immediate costs to the City. This Agreement requires the property owners to arrange to complete future inspections of the storm water facility and provide a copy of the inspection report to the City, as listed in Paragraph #3. The Agreement states that the City is able to levy the costs and expenses of inspections, maintenance, or repairs back to the property owner, if the owners do not complete the inspections, as listed in paragraph #5.

Recommended Motion:

Recommend approval to Council of the Storm Water Management Practice Maintenance Agreement between the City of Waukesha and VH Winterberry Reserve, LLC for Phase 2 of the Winterberry Reserve subdivision pending final review by the City Attorney.

Reviewed By:

City Attorney Brian Running	Date Reviewed
Finance Director Joseph P. Ciurro	Date Reviewed
City Administrator Anthony W. Brown	Date Reviewed

Storm Water Management Practice Maintenance Agreement

VH Winterberry Reserve, LLC, a Wisconsin limited liability company, as “Owner” of the property described below, in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Waukesha, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by Waukesha County of Storm Water Permit termination, as described below.

Name and Return Address

City of Waukesha
201 Delafield Street
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water and Erosion Control Permit termination by the City of Waukesha in accordance with Chapter 32 of the City Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner(s) shall, at their own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha may require work to be done which differs from the report described in paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Waukesha of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Waukesha shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s)

Dated this ____ day of _____, 2026.

Owner: VH Winterberry Reserve, LLC, a Wisconsin limited liability company

By: Forgewell Building Group, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Representative

Acknowledgements

State of Wisconsin:
County of Dane

Personally came before me this ____ day of _____, 2026, the above named Chris Ehlers,
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Dane County, WI
My commission expires: _____

This document was drafted by:

Grant Duchac
Excel Engineering, Inc.
100 Camelot Dr. Fond du Lac, WI

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

Project Identifier: **WINTERBERRY RESERVE** Acres: **22.206**

Date of Recording: **TBD**

Map Produced By: **Excel Engineering Inc, 100 Camelot Drive, Fond du Lac, WI 54935**

Legal Description: **Winterberry Reserve Phase 1, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on November 21, 2025 in Volume 56, Pages 213, 214 & 215 as Document No. 4848525 and a part of Lot 2 of Certified Survey Map No. 12535, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 13, 2024 in Volume 130, Page 222 as Document No. 4755028, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.**

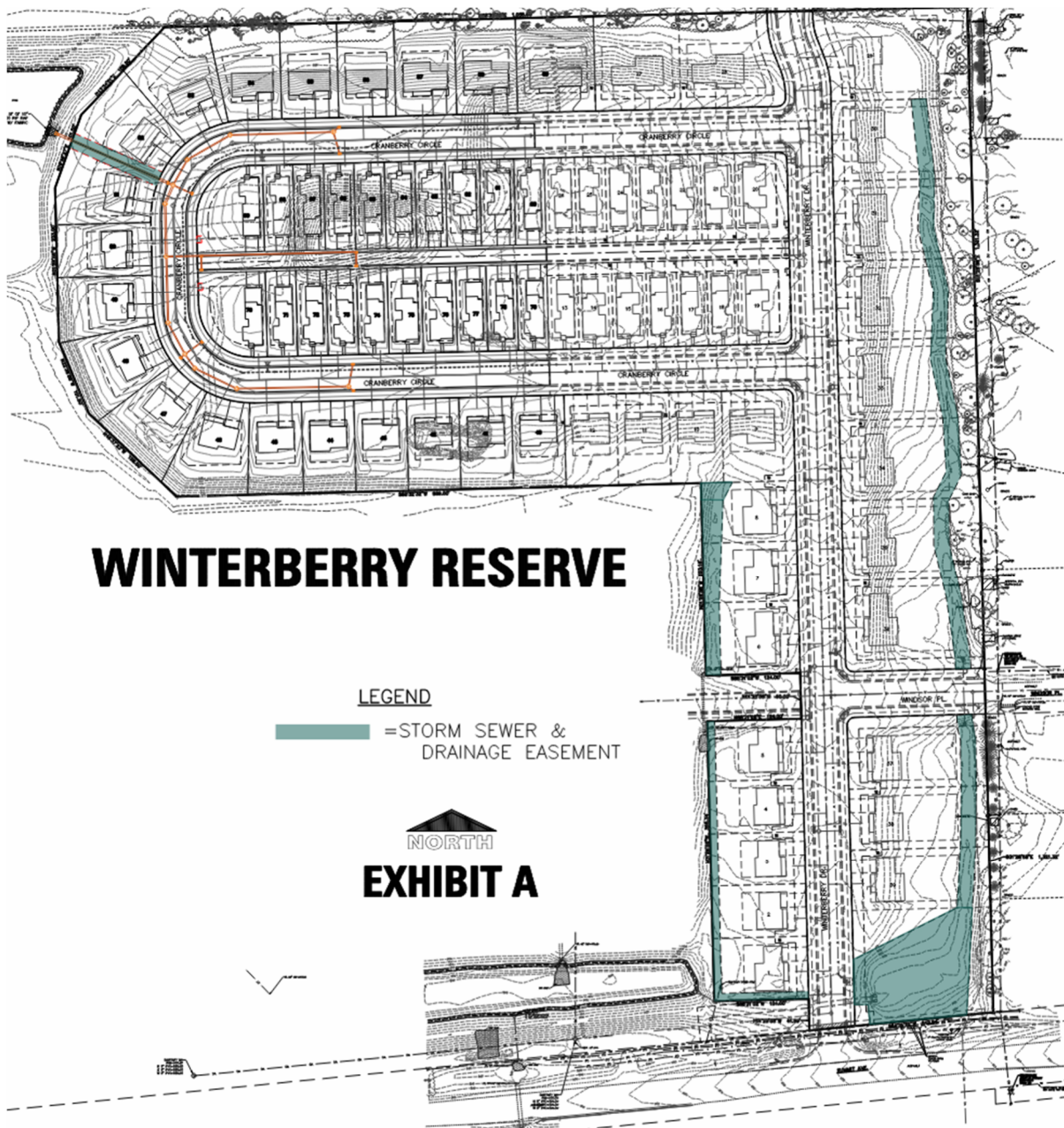


Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans. The practices include storm conveyance ditches, culverts, all associated pipes, rip-rap pads, and other components of these practices. All of the noted storm water management practices are located within drainage easements and public right-of-way within the subdivision plat, as noted in Exhibit A.

Subdivision Name: **Winterberry Reserve**

Storm water Practices: **Conveyance ditches, culverts, storm sewer pipe, and rip-rap areas.**

Location of Practices: **Drainage easements and public right-of-way**

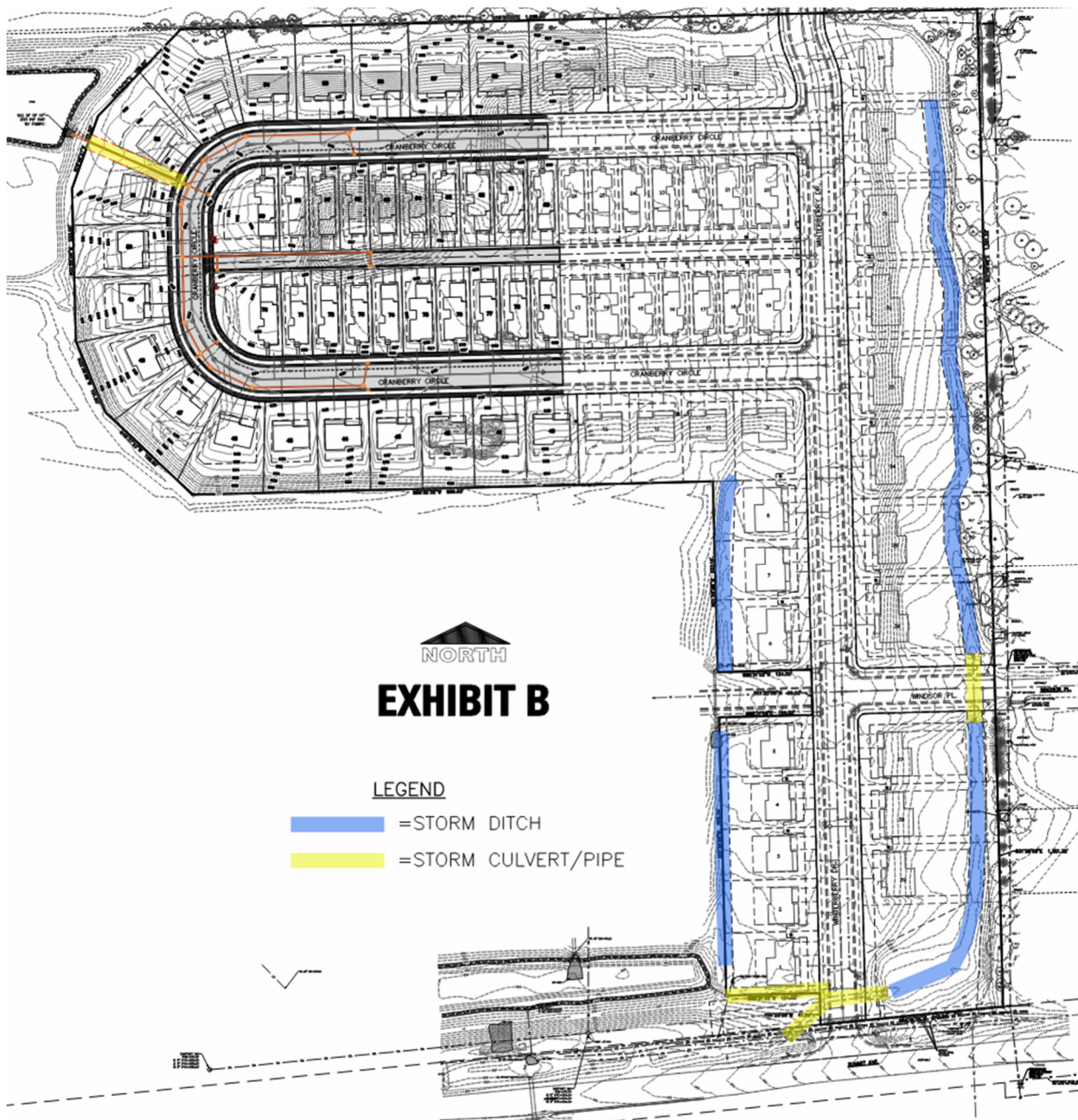


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Waukesha.

System Description:

The proposed project is a single family residential subdivision. The development is being completed in conjunction with the Springs at Meadowbrook, a multi-family development located adjacent to the south and west. The stormwater management plan for this project was completed as a part of the Springs at Meadowbrook multi-family development. Drainage from this development will flow off-site to the existing stormwater management ponds in the Springs at Meadowbrook development.

The drainage from this property will flow to wet bottom detention basins, one located off-site northwest of the development and the other wet bottom detention basin located off-site southwest of the development. The off-site stormwater ponds will treat runoff to the required water quantity and quality requirements. Storm sewer, and ditches will convey stormwater runoff to the stormwater management facilities. Ditches and culverts will also convey off-site stormwater from the east to the south to the Summit Avenue right-of-way.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water conveyance practices described above, the following activities must be completed:

1. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin may attract nuisance populations of geese to the property and is not necessary or recommended.
4. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
5. All outlet pipes, underdrains and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
6. All conveyance pipes and structures must be checked monthly to ensure there is no blockage from floating debris or ice, especially. Any blockage must be removed immediately.
7. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Division by January 31 each year.

